

March 28, 2014

Marilyn D. Wilbarger  
Senior Property Manager  
City of Key West  
201 Williams Street  
Key West, FL 33040

Dear Marilyn,

As you are aware, the Drambuie Marlin Tournament is fast approaching. The Conch Republic Seafood Company has hosted the event for the past thirteen years. We have been approached by the Tournament Director, Tim Greene, to host the event again this year. In order to support what I hope will be a very successful event I respectfully request the use of the Greene Street parking lot in accordance with our lease from July 14th, 2014 through July 19th, 2014. There will be no amplified music and or alcoholic beverage sales in the lot so no other permitting is required.

The parking lot will be set up as a "vendor village" with merchandise on display and assorted marine trade vendors under tents.

If you have any questions please don't hesitate to call. I can be reached at 294-4403 or 797-0164.

Thank you for your consideration.

Sincerely,

Micky Perez  
General Manager  
Conch Republic Seafood Company

Cc: Mark Tate  
Jeff Gunther  
Graff Kelly  
Tim Greene

- 5) The TENANT acknowledges certain bond conditions which restrict the private business use on this parcel to no more than 19,750 sq. ft. The TENANT has the exclusive right to develop & use, subject to the conditions of the Lease, only the land footprint identified in the CIAS for this parcel (19,750 sq. ft.), however the actual areas of development will be defined in the final site plan. All other land area outside of the 19,750 sq. ft. will be public use (parking, common area, harborwalks). LANDLORD shall not utilize any of the defined public use area for the location of any private enterprise or any use which restricts the enjoyment of the common area by the public. Any development or private business use above this level will be considered a default condition under Par. 12 of the Lease.
- 6) Landlord shall retain use, control and possession of the parking site located on Parcel A for the purpose of providing public parking. LANDLORD agrees that public parking and common areas will be developed in substantial conformity with Exhibit "B" to the Lease. Until a manned parking lot attendant is in place, Tenant shall be provided with six (6) parking/loading spaces (20 minute limit) for customers of the fish market at no charge to Tenant. TENANT, subtenants, and respective employees, shall be entitled to the same parking programs extended to other Key West Bight tenants. Non-exclusive loading areas will be provided in final site plan for wholesale and retail uses.
- 7) Tenant shall have the right, up to twelve (12) times per year, to utilize portions of the public parking lot for special events. Tenant shall notify the Landlord of its intended date of use and seek permits and/or license necessary not less than ten (10) days prior to any planned event.
- 8) LANDLORD shall upon approval of final site plan provide egress/ingress through parking site in conformity with approved site plan. Landlord agrees to insure adequate service and delivery access route(s) through the parking site to Tenant's businesses, and to provide ingress and egress rights to Tenant as required by Tenant. In the event LANDLORD is unable to develop and landscape the parking site in the time period specified, TENANT shall have the option to perform the required work on terms of reimbursement to be negotiated with the LANDLORD.
- 9) ~~LANDLORD shall have the right to construct at its own expense additional parking in the form of elevated levels over the parking site. TENANT and LANDLORD must mutually agree to the construction and the design concept. LANDLORD will obtain the written consent of the TENANT prior to beginning any such development, which consent will not be unreasonably withheld. LANDLORD shall erect no structure or improvement on the parking site not associated with the conduct of the public parking lot.~~
- 10) The TENANT acknowledges that certain underground utility services exist on the property to serve both the development of Parcel "A" and the docks adjacent to it. The TENANT will be responsible for relocating or designing around these underground utilities. The LANDLORD will be responsible to provide as-built drawings with approximate locations of these underground utilities.
- 11) In the event permits for any Phase or Phases the development of Parcel "A" can not be obtained